



## MEMBERSHIP AGREEMENT

This Membership Agreement (the “*Agreement*”) is made and entered into as of \_\_\_\_\_ (the “*Effective Date*”) by and between the Fintech Open Source Foundation (the “*Foundation*”), a Delaware non-profit corporation, and the person or entity identified below (the “*Member*”, and collectively with the Foundation, the “*Parties*”). Upon completion, please send a signed copy of this agreement in PDF form by email to membership@finos.org. A countersigned copy of this Agreement will be returned by email when eligibility for membership has been confirmed. This Agreement will not be binding unless and until signed by both parties.

### APPROVED MEMBERSHIP CATEGORY

Select One	Membership Category
<input type="checkbox"/>	Platinum Member
<input type="checkbox"/>	Gold Member
<input type="checkbox"/>	Silver Member
<input type="checkbox"/>	At-Large (Individual) Member

### MEMBER INFORMATION

<b>Organization Name:</b> _____ <i>(Platinum, Gold and Silver Members)</i>
<b>Individual Member Name:</b> _____ <i>(At-Large Members)</i>
Telephone: _____
Mailing Address: _____
Number of Employees <i>(Silver Members)</i> : _____

Email ( <i>At-Large Members</i> ):	GitHub ID ( <i>At-Large Members</i> ):
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**ORGANIZATION REPRESENTATIVES**

<b>Primary Point of Contact</b> <i>(Platinum, Gold and Silver Members)</i>	
Name:	
Telephone:	Mobile Number:
E-mail:	
Mailing Address ( <i>if different from above</i> ):	
<b>Board Representatives</b> <i>(Platinum Members only)</i>	
Platinum Director:	Board Alternate:

**RECITALS**

Foundation is a not-for-profit corporation organized to promote innovation and interoperability in financial technology through industry-wide collaboration on open source software and open standards; foster a vibrant technical community comprising financial technology consumers, service and solution providers, and other constituents; and provide a trusted, neutral forum for community collaboration by offering an efficient, compliant open source collaboration infrastructure and transparent, community-driven technical governance.

Foundation is open to all organizations and individuals that wish to promote these purposes.

The undersigned desires to become a Member of Foundation and to be subject to the rights and obligations of Members as set forth in this Agreement, the Foundation’s Bylaws (the “*Bylaws*”) and the applicable Member Policies.

**NOW, THEREFORE, FOUNDATION AND MEMBER AGREE AS FOLLOWS:**

1. Membership Category. There are four classes of membership in the Foundation: Platinum Membership, Gold Membership, Silver Membership and At-Large Membership. The membership class applicable to the Member (the “*Membership Category*”) is indicated on the first page of this Agreement. The rights and obligations of members in the Membership Category are set forth in Foundation’s Bylaws and in the applicable Membership Policies (the “*Member Policies*”).

2. Term and Termination.

2.1 Term. Unless earlier terminated in accordance with this Section 2, this Agreement becomes effective as of the Effective Date and will continue in effect for a period of one year. Thereafter, this Agreement shall automatically renew for successive one-year terms (“**Renewal Terms**”) for so long as the Member timely pays the membership fees pursuant to the applicable Member Policy and otherwise remains a member in good standing, unless either Party provides notice of non-renewal at least thirty (30) days prior to the end of the applicable Renewal Term, in which event the Agreement will terminate upon the last day of the Renewal Term in which such notice is provided.

2.2 Termination. The Member’s membership in Foundation shall terminate upon (i) the Member’s written resignation of membership or (ii) termination pursuant to Article V of the Bylaws. Upon termination of the Member’s membership, this Agreement shall terminate automatically.

2.3 Survival. In the event of termination, Sections 3.1-3.6 of this Agreement shall survive and remain in effect. The Member shall be obligated to pay all costs, expenses and dues that accrued prior to the effective date of termination.

3. Rights and Obligations.

3.1 Intellectual Property Policy. The Member shall abide by the Foundation’s intellectual property policy (the “**IP Policy**”). Such IP Policy may be amended from time to time by the Foundation upon reasonable notice and in accordance with the Foundation’s Bylaws. If the Member does not wish to be subject to and abide by an amended IP Policy, the Member may resign its membership prior to the effective date of the amendment of such IP Policy.

3.2 Other Policies. The Member agrees to abide by the applicable provision of the Bylaws, the Member Policies applicable to the Membership Category, and any other applicable Foundation policies as may be adopted or amended from time to time by the Foundation upon reasonable notice and in accordance with the Bylaws. If the Member does not wish to be subject to or abide by any policy adopted or amended by the Foundation, the Member may resign its membership prior to the effective date of the policy or amendment of policy.

3.3 Fees, Dues. The Member agrees to pay the annual fees established for members in the applicable Membership Category, if any, as the Foundation may amend from time to time. For any Member with a prior relationship with the Foundation, acceptance of any Membership Agreement will be conditioned upon payment in full of any pre-existing obligations due to the Foundation by the applicant on or before the date of the agreement. Fees paid under this Agreement shall not be refundable under any circumstances.

3.4 Costs and Expenses. The Member shall bear all of its own costs and expenses related to membership in the Foundation including, but not limited to, compensation payable to the Member’s employees and consultants and all travel and other expenses associated with the Member’s participation in the Foundation’s activities.

3.5 Use of Names, Publicity. The Member may disclose and publicize its membership in the Foundation, within guidelines established by the Foundation as set forth in the applicable Member Policies. If Member is a new member of the Foundation, the Member agrees to publicly announce joining the Foundation and to provide a logo for the Foundation’s use in recognizing membership.

- 3.6 Non-liability. The Member shall not be liable for any debts, liabilities, or obligations of the Foundation by reason of being a Member.
- 3.7 Limitation to Member Entity. The Member's rights and obligations under this Agreement shall be limited to the Member entity that is party to this Agreement and shall not extend to any affiliate, parent, subsidiary, or other related entity (collectively, "Affiliates") or its employees. For the avoidance of doubt, any benefits of membership extended to Member employees shall not apply to employees of any Affiliates.
4. Miscellaneous Provisions.
- 4.1 Authority to Execute. The Member hereby represents and warrants to the Foundation that the Member has the full right, power, authority and legal capacity to enter into and execute this Agreement, and that the Member has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.
- 4.2 Entire Agreement. This Agreement and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.
- 4.3 Amendment. The Foundation may from time to time modify the terms of this Agreement in accordance with the Bylaws. All amendments shall be prospective unless the Parties agree otherwise in writing.
- 4.4 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by the Member without the prior written consent of the Foundation, except upon a change of control or a sale of all or substantially all assets involving the Member, or by operation of law.
- 4.5 Relationship of Parties. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by the Member into any separate contract or agreement with other Members or third parties on any terms.
- 4.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law provisions.
- 4.7 Counterparts. This Agreement may be executed in one or more counterparts, which may be electronic counterparts, each of which shall be deemed to be an original, but collectively shall constitute one and the same Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below:

**FINTECH OPEN SOURCE FOUNDATION:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Platinum, Gold, and Silver Members:*

**MEMBER NAME:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*At-Large Members:*

**MEMBER NAME:** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_